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Attorneys for Defendants
LIFE INSURANCE COMPANY OF NORTH AMERICA and PFIZER, INC.

FILED
2008 AUG 12 PM 2:45
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY [signature] DEPUTY

UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

BY FAX

COURTNEY HALBROOKS, Plaintiff, vs. LIFE INSURANCE COMPANY OF NORTH AMERICA; and PFIZER, INC. Defendants.	Case No.: '08 CV 1466 LAB NLS **DEFENDANTS' JOINT NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. § 1441(b) and 29 U.S.C. § 1332(e)(1) (FEDERAL QUESTION – ERISA)** Action Filed: July 8, 2008

TO THE COURT AND TO PLAINTIFF COURTNEY HALBROOKS:

PLEASE TAKE NOTICE that Defendants Life Insurance Company of North America (LINA) and Pfizer, Inc. (Pfizer) (collectively "Removing Defendants") hereby seek removal of civil action 37-2008-00005085-SC-SC-CTL from the Superior Court of the State of California for the County of San Diego to the United States District Court for the Southern District of California. Removal of this action is proper for the following reasons:

ORIGINAL

1. JOINDER

Removing Defendants are the only defendants in the civil action filed on or about July 8, 2008, in the Superior Court for the State of California for the County of San Diego, entitled "Courtney Halbrooks v. Life Insurance Company of North America and Pfizer, Inc.," Case No. 37-2008-00005085-SC-SC-CTL. A true and correct copy of the Complaint is attached hereto as Exhibit "A."

2. TIMELINESS

The first date upon which either of Removing Defendants received a copy of said Complaint was July 15, 2008, when it was served upon CT Corporation, LINA's registered agent for service of process. Removing Defendants are removing this matter on August 12, 2008, within 30 days of its receipt of the Complaint, which is the initial receipt of a copy of the initial pleading.

3. FEDERAL QUESTION JURISDICTION

This Court has jurisdiction under 28 U.S.C. § 1441(b) over matters arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* ("ERISA"). ERISA completely preempts all of Plaintiff's state law claims, which are, in fact, claims arising under federal law and thus are removable to federal court. *Metropolitan Life Ins. Co. v. Taylor*, 481 U.S. 58, 66 (1987). This complete preemption operates to confer original federal subject matter jurisdiction notwithstanding the absence of a federal cause of action on the face of the complaint. *In re U.S. Healthcare, Inc.*, 193 F.3d 151, 160 (3rd Cir. 1999). Based on the facts set forth below, which were true at the time the Complaint was filed and which remain true as of the date of filing of this Notice of Removal, this action is governed by ERISA and therefore properly removed to this Court.

Plaintiff's sole allegation is that she is entitled to long-term disability benefits and "COBRA insurance reimbursement benefits" from her employer, Pfizer, and the asserted disability insurer, LINA, based on an alleged wrongful denial of long-term disability benefits. *Complaint*, p.2, ¶ 3. The long-term disability insurance policy at issue provides group disability insurance coverage to the employees of Pfizer. A true and correct copy of the policy at issue is attached hereto as *Exhibit B*.[1]

Federal law under ERISA controls actions brought to recover benefits and to enforce rights under employee welfare benefit plans. 29 U.S.C. § 1132(e)(1); *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41 (1987). Removal of such cases to federal court is proper. *Taylor, supra*. According, this matter is governed by ERISA and, therefore, is removable to this Court under 28 U.S.C. § 1441(b).

4. PROCESS

Exhibit "A," attached hereto, constitutes the entire process and pleadings filed in the state court action.

This Notice of Removal is being filed without prejudice to Removing Defendants' objections and defenses. Written notice of the filing of this Notice of Removal has been given to all adverse parties and a copy has been filed with the Clerk of the Superior Court of the State of California for the County of San Diego, in accordance with the provisions of 28 U.S.C. § 1446(d).

WHEREFORE, Removing Defendants pray that the above action pending in the Superior Court of California for the County of San Diego be removed from that court to this Court.

Dated: August 12, 2008

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

By: [signature]
ADRIENNE C. PUBLICOVER
RUSSELL H. BIRNER
Attorneys for Defendants
LIFE INSURANCE COMPANY OF NORTH AMERICA and PFIZER, INC.

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[1] Although generally confined to the face of the complaint in deciding whether to exercise removal jurisdiction, the Court may look outside of the complaint in cases where complete preemption is alleged, *e.g.*, when removal is based on ERISA preemption of state law claims for benefits pursuant to an ERISA-governed plan. *See Parrino v. FHP, Inc.*, 146 F.3d 699, 704 (9th Cir. 1998), *cert. denied*, 525 U.S. 1001 (1998) ("a federal court may look beyond the face of the complaint to determine whether the claims alleged as state law causes of action in fact are necessarily federal claims.")

EXHIBIT "A"

EXHIBIT "A"

689418.1

CT CORPORATION
A WoltersKluwer Company

Received
JUL 16 2008
Michael James

Service of Process Transmittal
07/15/2008
CT Log Number 513638619

RECEIVED
JUL 16 2008
GROUP LITIGATION DEPT.

TO: Michael A James
Cigna Companies
TL21A, Two Liberty Place
1601 Chestnut Street
Philadelphia, PA 19192

RE: **Process Served in California**

FOR: Life Insurance Company of North America (Domestic State: PA)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Courtney Halbrooks, Pltf. vs. Life Insurance Company of North America, Dft.
DOCUMENT(S) SERVED:	Claim and Order
COURT/AGENCY:	San Diego County, Superior Court, CA Case # 37200800005085SCSCCTL
NATURE OF ACTION:	Cobra Insurance reimbursement benefits due to wrongful denial of LTD Claim - Seeking amount $7,500.00
ON WHOM PROCESS WAS SERVED:	C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE:	By Certified Mail on 07/15/2008 postmarked on 07/14/2008
APPEARANCE OR ANSWER DUE:	08/13/2008 at 5:45 p.m.
ATTORNEY(S) / SENDER(S):	Courtney Halbrooks 3315 Cheyenne San Diego, CA 92117 (214) 924-1924
ACTION ITEMS:	SOP Papers with Transmittal, via Fed Ex Priority Overnight , 791105304447
SIGNED:	C T Corporation System
PER:	Nancy Flores
ADDRESS:	818 West Seventh Street Los Angeles, CA 90017
TELEPHONE:	213-337-4615

Page 1 of 1 / EM

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SC-100 Plaintiff's Claim and ORDER to Go to Small Claims Court

Clerk stamps date here when form is filed.

2008 JUL -8 AM 9:01

Fill in court name and street address:

Superior Court of California, County of
San Diego
8950 Clairemont Mesa Blvd
San Diego, CA 92123

Clerk fills in case number and case name.

Case Number:
37-2008-00005085-SC-SC-CTL

Case Name:
Halbrooks vs. Life Insurance Company of North America

Notice to the person being sued:

- You are the Defendant if your name is listed in ② on page 2 of this form. The person suing you is the Plaintiff, listed in ① on page 2.
- You and the Plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case.
- If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandando:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso.
- Si pierde el caso la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todos las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Order to Go to Court

The people in ① and ② must go to court on: *(Clerk fills out section below.)*

Trial Date	Date	Time	Department	Name and address of court if different from above
1.	08/13/2008	05:45:00 PM	KM-2	
2.				
3.				

Date: 07/08/2008 Clerk by, R. Townsend, Deputy

Instructions for the person suing:

- You are the Plaintiff. The person you are suing is the Defendant.
- *Before* you fill out this form, read Form SC-150, *Information for the Plaintiff (Small Claims)*, to know your rights. Get SC-150 at any courthouse or county law library, or go to: *www.courtinfo.ca.gov/forms*
- Fill out pages 2 and 3 of this form. Then make copies of **all** pages of this form. (Make 1 copy for each party named in this case and an extra copy for yourself.) Take or mail the original and these copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above.
- You must have someone at least 18—not you or anyone else listed in this case—give each Defendant a court-stamped copy of all 5 pages of this form and any pages this form tells you to attach. There are special rules for "serving", or delivering, this form to public entities, associations, and some businesses. See Forms SC-104, SC-104B, and SC-104C.
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.

Case Number: 37-2008-00005085-SC-SC-CTL

Plaintiff (list names): Courtney Halbrooks

1. **The Plaintiff (the person, business, or public entity that is suing) is:**

Name: Courtney Halbrooks Phone: 214-924-1924

Street address: 3315 Cheyenne, San Diego, CA 92117
Street City State Zip

Mailing address *(if different)*:
Street City State Zip

If more than one Plaintiff, list next Plaintiff here:

Name: Phone:

Street address:
Street City State Zip

Mailing address *(if different)*:
Street City State Zip

☐ *Check here If more than 2 Plaintiffs and attach Form SC-100A.*

☐ *Check here if either Plaintiff listed above is doing business under a fictitous name. If so, attach Form SC-103*

2. **The Defendant (the person, business, or public entity being sued) is:**

Name: Life Insurance Company of North America Phone:

Street address: 1601 Chestnut Street Philadelphia, Philadelphia, PA 19192
Street City State Zip

Mailing address *(if different)*: Serve: CT Corporation System 818 West Seventh St., Los Angeles, CA 90017
Street City State Zip

If more than one Defendant, list next Defendant here:

Name: Pfizer, Inc Phone:

Street address: 235 East 42nd st, New York, NY 10015
Street City State Zip

Mailing address *(if different)*: Serve: CT Corporation System 818 West 7th St. Los Angeles, CA 90017
Street City State Zip

☐ *Check here If more than 2 Defendants and attach Form SC-100A.*

☐ *Check here If any Defendant is on active military duty, write his or her name here:*

3. **The Plaintiff claims the Defendant owes $** 7,500.00 . *(Explain below):*

a. Why does the Defendant owe the Plaintiff money? Cobra Insurance reinbursement benefits because of wrongful denial of LTD claim.

b. When did this happen? *(Date):*

If no specific date, give the time period: *Date started:* 10/06 *Through:* 03/08

c. How did you calculate the money owed to you? *(Do not include court costs or fees for service.)*

Cobra payments that would have been reinbursed + LTD benefits.

☐ *Check here if you need more space. Attach one sheet of paper or Form MC-031 and write "SC-100, Item 3" at the top.*

Plaintiff *(list names)*: Courtney Halbrooks

Case Number: 37-2008-00005085-SC-SC-CTL

(4) You must ask the Defendant (in person, in writing, or by phone) to pay you before you sue.

Have you done this? [X] Yes [ ] No

if no, explain why not: ______

(5) Why are you filing your claim at this courthouse?

This courthouse covers the area *(check the one that applies)*:

a. [X] (1) Where the Defendant lives or does business.
(2) Where the Plaintiff's property was damaged.
(3) Where the Plaintiff was injured.
(4) Where a contract (written or spoken) was made, signed, performed, or broken by the Defendant or where the Defendant lived or did business when the Defendant made the contract.

b. [ ] Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim is about an offer or contract for personal, family, or household goods, services, or loans. *(Code Civ. Proc., § 395(b).)*

c. [ ] Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). *(Civil Code, § 1812.10.)*

d. [ ] Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. *(Civil Code, § 2984.4.)*

e. [ ] Other *(specify)*: ______

(6) List the zip code of the place checked in (5) above *(if you know)*: 92121

(7) Is your claim about an attorney-client fee dispute? [ ] Yes [X] No

If yes, and if you have had arbitration, fill out Form SC-101, attach it to this form and check here: [ ]

(8) Are you suing a public entity? [ ] Yes [X] No

If yes, you must file a written claim with the entity first. [ ] *A claim was filed on (date):* ______

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.

(9) Have you filed more than 12 other small claims within the last 12 months in California?

[ ] Yes [X] No *If yes, the filing fee for this case will be higher.*

(10) I understand that by filing a claim in small claims court, I have no right to appeal this claim.

(11) I have not filed, and understand that I cannot file, more than two small claims cases for more than $2,500 in California during this calendar year.

I declare, under penalty of perjury under California State Law, that the information above and on any attachments to this form is true and correct.

Date: 07/08/2008 Courtney Halbrooks *Plaintiff types or prints name here* [signature] *Plaintiff signs here*

Date: ______ ______ *Second Plaintiff types or prints name here* ______ *Second Plaintiff signs here*

Requests for Accommodations

Assistive listening systems, computer-assisted, real-time captioning, or sign language interpreter services are available if you ask at least 5 days before the trial. Contact the clerk's office for Form MC-410, *Request for Accommodations by Persons With Disabilities and Order. (Civil Code, § 54.8)*

SC-100 Information for the Defendant (the person being sued)

"Small claims court" is a special court where claims for $5,000 or less are decided. A "natural person" (not a business or public entity) may claim up to $7,500. The process is quick and cheap. The rules are simple and informal.
You are the Defendant -- the person being sued. The person who is suing you is the Plaintiff

Do I need a lawyer?

You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court?

You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and any evidence that supports your case. And read "Get Ready for Court" at: *www.courtinfo.ca.gov/selfhelp/smallclaims/getready.htm*

What if I need an accommodation?

If you have a disability or are hearing impaired, fill out Form MC-410, *Request for Accommodations*. Give the form to your court clerk or the ADA/Access Coordinator.

What if I don't speak English well?

Bring an adult who is not a witness to interpret for you, or ask the court clerk for an interpreter at least five days before your court date. A court-provided interpreter may not be available or there may be a fee for using a court interpreter unless you qualify for a fee waiver. You may ask the court for a list of interpreters and also the *Application for Waiver of Court Fees and Costs* (form FW-001).

Where can I get the court forms I need?

Go to any courthouse or your county law library, or print forms at: *www.courtinfo.ca.gov/forms*

What happens at the trial?

The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case?

If you lose, you can appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file Form SC-140, *Notice of Appeal*. You must file within 30 days after the judge's decision.
- If you were *not* at the trial, fill out and file Form SC-135, *Notice of Motion to Vacate Judgment and Declaration*, to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File Form SC-140.

For more information on appeals, see: *www.courtinfo.ca.gov/selfhelp/smallclaims/appeal.htm*

Do I have options?

Yes. If you are being sued, you can:

- **Settle your case before the trial.** If you and the Plaintiff agree on how to settle the case, both of you must notify the court. Ask the Small Claims Advisor for help.
- **Prove this is the wrong court.** Send a letter to the court *before* your trial, explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done this.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To make sure the witnesses go to the trial, fill out Form SC-107 and the clerk will subpoena (order) them to go.
- **Sue the person who is suing you.** File Form SC-120, *Defendant's Claim*. There are strict filing deadlines you must follow.
- **Agree with the Plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the Plaintiff what he or she is asking for plus court costs. If this happens, the Plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county), *or*
- You need more time to get an interpreter. One postponement is allowed, and you will not have to pay a fee to delay the trial.

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out Form SC-110 (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.

Need help?

Your county's Small Claims Advisor can help for free.

Hotline: (858) 634-1777
East Division: 250 East Main Street, El Cajon, CA 92020
Central Division: 8950 Clairemont Mesa Blvd, San Diego, CA 92123
North Division: 325 S. Melrose Drive, Vista, CA 92081
South Division: 500 3rd Ave, Chula Vista, CA 91910

Or go to "County-Specific Court Information" at: *www.courtinfo.ca.gov/selfhelp/smallclaims*

SC-100 Información para el demandado (la persona demandada)

La **"Corte de reclamos menores"** es una corte especial donde se deciden casos por $5,000 ó menos. Una "persona natural" (que no sea un negocio ni una entidad pública) puede reclamar hasta $7,500. El proceso es rápido y barato. Las reglas son sencillas e informales.

Usted es el Demandado — la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado?
Puede hablar con un abogado antes o después del caso. Pero *no puede* tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte?
No tiene que presentar ningunos papeles antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos, y cualquier pruebas que apoyan su caso. Y Lea "Prepárese para la corte" en: *www.courtinfo.ca.gov/selfhelp/espanol/reclamosmenores/prepararse.htm*

¿Qué hago si necesito una adaptación?
Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario MC-410, *Request for Accomodations*. Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés?
Traiga a un adulto que no sea testigo para que le sirva de intérprete. O pida al secretario de la corte que le asigne uno. Si quiere que la corte le asigne un intérprete, lo tiene que pedir como mínimo menos cinco días antes de la fecha en que tenga que ir a la corte. Es posible que no haya disponible un intérprete proporcionado por la corte o que tenga que pagar una cuota por emplear un intérprete de la corte, a menos que tenga una exención de cuotas. Puede pedir a la corte una lista de intérpretes y la Solocitude de exención de cuotas y costos de la corte (formulario FW-001).

¿Dónde puedo obtener los formularios de la corte que necesito?
Vaya a cualquier edificio de la corte, la biblioteca legal de su condado o imprima los formularios en: *www.courtinfo.ca.gov/forms*

¿Qué pasa en el juicio?
El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso?
Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario SC-140, *Aviso de apelación*. Tiene que presentarlo dentro de 30 días depués de la decisión del juez.
- Si *no* estuvo en el juicio, llene y presente el formulario SC-135, *Aviso de petición para anular el fallo y Declaración* para pedirle al juez que anule el fallo (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario SC-140.

Para obtener más información sobre las apelaciones, vea: *www.courtinfo.ca.gov/selfhelp/espanol/reclamosmenores/apelar.htm*

¿Tengo otras opciones?
Sí. Si lo están demandando, puede:

- **Resolver su caso antes del juicio.** Si usted y el Demandante se ponen de acuerdo en resolver el caso, ambos tienen que notificar a la corte. Pídale al Asesor de Reclamos Menores que lo ayude.
- **Probar que es la corte equivocada.** Envíe una carta a la corte *antes* del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que despida el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- **Ir al juicio y tratar de ganar el caso.** Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Para asegurarse que los testigos vayan al juicio, llene el formulario SC-107 y el secretario emitirá una orden de comparecencia ordenándoles que se presenten.
- **Demandar a la persona que lo demandó.** Presente el formulario SC-120, Reclamo del demandado. Hay fechas límite estrictas que debe seguir.
- **Aceptar el reclamo del Demandante y pagar el dinero.** O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos.
- **No ir al juicio y aceptar el fallo por falta de comparecencia.** Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo?
Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (Tendrá que pagar una cuota para aplazar el juicio), o
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (ó 20 días si vive fuera del condado), o
- Necesita más tiempo para conseguir intérprete. (Se permite un solo aplazamiento sin tener que pagar cuota para aplazar el juicio).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario SC-110 (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.

¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

Hotline: (858) 634-1777
East Division: 250 East Main Street, El Cajon, CA 92020
Central Division: 8950 Clairemont Mesa Blvd, San Diego, CA 92123
North Division: 325 S. Melrose Drive, Vista, CA 92081
South Division: 500 3rd Ave, Chula Vista, CA 91910

O vea "Información por condado" en: *www.courtinfo.ca.gov/selfhelp/espanol/reclamosmenores*

982(a)(18)

ATTORNEY OR PARTY WITHOUT ATTORNEY (*Name, state bar number, and address*): Courtney Halbrooks 3315 Cheyenne San Diego, CA 92117 TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS (*Optional*): ATTORNEY FOR (*Name*):	*FOR COURT USE ONLY* **Jul 08, 2008**
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 8950 Clairemont Mesa Blvd MAILING ADDRESS: 8950 Clairemont Mesa Blvd CITY AND ZIPCODE: San Diego, CA 92123 BRANCH NAME: Central	
PLAINTIFF/PETITIONER: Courtney Halbrooks DEFENDANT/RESPONDENT: Life Insurance Company of North America et.al.	CASE NUMBER: 37-2008-00005085-SC-SC-CTL
ORDER ON APPLICATION FOR WAIVER OF COURT FEES AND COSTS	

1. The application was filed on *(date)*: 07/08/2008 ☐ A previous order was issued on *(date)*:
2. The application was filed by *(name)*: Courtney Halbrooks
3. ☒ IT IS ORDERED that the application is **granted** ☒ in whole ☐ in part *(complete item 4 below)*.
   a. ☒ **No payments.** Payment of all the fees and costs listed in California Rules of Court, rule 985(i), **is waived.**
   b. ☐ **The applicant shall pay** all the fees and costs listed in California Rules of Court, rule 985(i), EXCEPT the following:
      - (1) ☐ Filing papers.
      - (2) ☐ Certification and copying.
      - (3) ☐ Issuing process and certification.
      - (4) ☐ Transmittal of papers.
      - (5) ☐ Court-appointed interpreter.
      - (6) ☐ Sheriff and marshal fees.
      - (7) ☐ Reporter's fees* *(valid for 60 days)*.
      - (8) ☐ Telephone appearance (Gov. Code, § 68070.1(c))
      - (9) ☐ Other *(specify code section)*:

      * Reporter's fees are per diem pursuant to Code Civ. Proc., §§ 269, 274c, and Gov. Code, §§ 69947, 69948, and 72195.
   c. **Method of payment.** The applicant shall pay all the fees and costs when charged, EXCEPT as follows:
      (1) ☐ Pay *(specify)*: percent. (2) ☐ Pay: $ per month or more until the balance is paid.
   d. The clerk of the court, county financial officer, or appropriate county officer is authorized to require the applicant to appear before and be examined by the court no sooner than four months from the date of this order, and not more than once in any four-month period. ☐ The applicant is ordered to appear in this court as follows for review of his or her financial status:

Date:	Time:	Dept.:	Div.:	Room:

   e. ☐ The clerk is directed to mail a copy of this order only to the applicant's attorney or to the applicant if not represented.
   f. **All unpaid fees and costs shall be deemed to be taxable costs if the applicant is entitled to costs and shall be a lien on any judgment recovered by the applicant and shall be paid directly to the clerk by the judgment debtor upon such recovery.**
4. ☐ IT IS ORDERED that the application is **denied** ☐ in whole ☐ in part for the following reasons *(see Cal. Rules of Court, rule 985)*:
   a. ☐ Monthly household income exceeds guidelines (Gov. Code, § 68511.3(a)(6)(B); form 982(a)(17)(A)).
   b. ☐ Other *(Complete line 4b on page 2)*.
   c. The applicant shall pay any fees and costs due in this action within 10 days from the date of service of this order or any paper filed by the applicant with the clerk will be of no effect.
   d. The clerk is directed to mail a copy of this order to all parties who have appeared in this action.
5. ☐ IT IS ORDERED that a **hearing** be held.
   a. The substantial evidentiary conflict to be resolved by the hearing is *(specify)*:
   b. The applicant should appear in this court at the following hearing to help resolve the conflict:

Date:	Time:	Dept.:	Div.:	Room:

   c. The address of the court is *(specify)*:
      ☐ Same as above
   d. The clerk is directed to mail a copy of this order only to the applicant's attorney or to the applicant if not represented.

NOTICE: If item 3d or item 5b is filled in and the applicant does not attend the hearing, the court may revoke or change the order or deny the application without considering information the applicant wants the court to consider.

WARNING: The applicant must immediately tell the court if he or she becomes able to pay court fees or costs during this action. The applicant may be ordered to appear in court and answer questions about his or her ability to pay fees or costs.

Date: 07/08/2008

☐ ______________________________ ☐ Clerk, by ______________________________, Deputy

JUDICIAL OFFICER

(Clerk may GRANT in full a nondiscretionary fee waiver; see Cal. Rules of Court, rule 985(d))

Form Adopted for Mandatory Use Judicial Council of California 982(a)(18) [Rev. January 1, 2003]

ORDER ON APPLICATION FOR WAIVER OF COURT FEES AND COSTS (In Forma Pauperis)

Government Code, § 68511.3; Cal. Rules of Court, rule 985

EXHIBIT "B"

EXHIBIT "B"

CIGNA LIFE INSURANCE COMPANY OF NEW YORK
140 EAST 45TH STREET
NEW YORK, NY 10017-3144
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER: Pfizer Inc

POLICY NUMBER: NYK-002279

POLICY EFFECTIVE DATE: July 1, 1996

REVISE AND REISSUE DATE: January 1, 2003

POLICY ANNIVERSARY DATE: January 1

This Policy describes the terms and conditions of coverage. It is issued in New York and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Nothing in this group policy will invalidate or impair the rights granted to holders of any certificates issued under this policy, under the terms of the certificate or by law.

Michael A. James, Secretary

Robert H. Brickweg, President

PITTSBURGH
APR 19 2004
Group Life & Disability Coverage Unit

TY-005150

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SCHEDULE OF BENEFITS

Premium Due Date	Premiums are due in arrears on the date coinciding with the day of the Policy Anniversary Date or the last day of the month, if earlier.

Participation Requirements

For Contributory Plans	The greater of 75% of Eligible Employees or a minimum of 10 Employees.
For Non-Contributory Plans	100% of Eligible Employees, but not less than 25 Employees.

Classes of Eligible Employees

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the first of the month following the change in class.

Class 1	All active, regular U.S. Full-time or Part-time Employees or global Employees paid by Corporate Payroll, participating in the Employer's Flexible Benefits Plan.
Class 2	All active, regular Full-time or Part-time Puerto Rico Employees of the Employer.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be effective for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period
For Employees hired after the Policy Effective Date:	No Waiting Period

Definition of Disability/Disabled

An Employee is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform all the material duties of his or her regular occupation; and
2. after Monthly Benefits have been payable for 24 months, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

An Employee is Residually Disabled if, during the Benefit Waiting Period and while Disability Benefits are payable, he or she is Disabled but returns to his or her regular occupation on a part-time basis or any other occupation on a Full-time or Part-time basis.

Definition of Covered Earnings

Effective June 30, 1998, Covered Earnings means an Employee's annual wage or salary or bonus as reported by the Employer for work performed for the Employer during the most recent 12 month period as of the day before Disability begins. It includes overtime pay, premium pay and shift differential allowances. It does not include amounts received as Christmas bonus, contest awards or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Benefit Waiting Period

The Benefit Waiting Period is the period of time an Employee must be continuously Disabled before Disability Benefits may be payable.

For Monthly Benefits

The latest of the following dates.

1. 180 days.
2. The expiration of the salary continuance plan provided by the Employer on behalf of the Employee.
3. The date the Employer sponsored one-half pay plan takes effect for the Employee.

A period of Disability is continuous even if the Employee can return to Active Service for up to 30 days during the Benefit Waiting Period. The length of the Benefit Waiting Period will be extended by the number of days the Employee can return to Active Service.

Disability Benefit

Optional Plan 1	The lesser of 70% of an Employee's monthly Covered Earnings rounded to the nearer dollar or $4,200, reduced by any Other Income Benefits.
Optional Plan 2	The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearer dollar or $3,600, reduced by any Other Income Benefits.
Optional Plan 3	The lesser of 50% of an Employee's monthly Covered Earnings rounded to the nearer dollar or $3,000, reduced by any Other Income Benefits

Effective January 1, 2002

Optional Plan 1	The lesser of 70% of an Employee's monthly Covered Earnings rounded to the nearer dollar or $29,167, reduced by any Other Income Benefits.
Optional Plan 2	The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearer dollar or $25,000, reduced by any Other Income Benefits.
Optional Plan 3	The lesser of 50% of an Employee's monthly Covered Earnings rounded to the nearer dollar or $20,833, reduced by any Other Income Benefits

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

Minimum Disability Benefit $50 per month

Work Incentive Benefits
For the first 12 months the Employee returns to work, the Disability Benefit is as figured above. If for any month during this period, the sum of the Employee's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 12 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Employee's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

If an Employee is working for another employer on a regular basis when Disability begins, current earnings will include the amount of any increase in the amount he is earning from this work while he is Disabled.

Additional Benefits

Survivor Benefit

Benefit Waiting Period:	After 6 Monthly Benefits are payable.
Amount of Benefit:	100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 6 monthly Survivor Benefits.

Maximum Benefit Period

Age When Disability Begins	Maximum Benefit Period
Age 59 or under	The Employee's 65th Birthday
Age 60 or older	The date the 60th Monthly Benefit is payable.

Initial Premium Rates

For Optional Plan 1	$.90 per $100 of Covered Payroll
For Optional Plan 2	$.59 per $100 of Covered Payroll
For Optional Plan 3	$.41 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $6,000.

Effective January 1, 2001

For Optional Plan 1	$.74 per $100 of Covered Payroll
For Optional Plan 2	$.48 per $100 of Covered Payroll
For Optional Plan 3	$.34 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $6,000.

Effective January 1, 2002

For Optional Plan 1	$.76 per $100 of Covered Payroll
For Optional Plan 2	$.48 per $100 of Covered Payroll
For Optional Plan 3	$.35 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $41,667.

TY-005159

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be effective for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:	No Waiting Period
For Employees hired after the Policy Effective Date:	No Waiting Period

Definition of Disability/Disabled

An Employee is Disabled if, because of Injury or Sickness,

1. he or she is unable to perform all the material duties of his or her regular occupation; and
2. after Monthly Benefits have been payable for 24 months, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

An Employee is Residually Disabled if, during the Benefit Waiting Period and while Disability Benefits are payable, he or she is Disabled but returns to his or her regular occupation on a part-time basis or any other occupation on a Full-time or Part-time basis.

Definition of Covered Earnings

Covered Earnings means an Employee's annual wage or salary (including sales commissions for sales employees) as reported by the Employer for work performed for the Employer during the most recent 12 month period as of the day before Disability begins. It does not include amounts received as Christmas bonus, premium pay, overtime pay, shift differential allowances, contest awards or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Benefit Waiting Period

The Benefit Waiting Period is the period of time an Employee must be continuously Disabled before Disability Benefits may be payable.

For Monthly Benefits 180 days

A period of Disability is continuous even if the Employee can return to Active Service for up to 30 days during the Benefit Waiting Period. The length of the Benefit Waiting Period will not be extended by the number of days the Employee returns to Active Service.

Disability Benefit The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit, reduced by any Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf or for dependents, or which the Employee's dependents receive because of the Employee's entitlement to Other Income Benefits.

Minimum Disability Benefit	$50 per month
Maximum Disability Benefit	$3,600 per month
Effective January 1, 2003 **Maximum Disability Benefit**	$25,000 per month

Work Incentive Benefits
For the first 12 months the Employee returns to work, the Disability Benefit is as figured above. If for any month during this period, the sum of the Employee's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 100% of his or her Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount.

After the first 12 months, the Disability Benefit is as figured above, reduced by 50% of his or her current earnings received during any month he or she returns to work. If the sum of the Employee's Disability Benefit, current earnings and any additional Other Income Benefits exceeds 80% of his or her monthly Indexed Covered Earnings, the Disability Benefit will be reduced by the excess amount figured above.

If an Employee is working for another employer on a regular basis when Disability begins, current earnings will include the amount of any increase in the amount he is earning from this work while he is Disabled.

Additional Benefits

Survivor Benefit

Benefit Waiting Period:	After 6 Monthly Benefits are payable.
Amount of Benefit:	100% of the sum of the last full Disability Benefit plus any current earnings by which the Disability Benefit was reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 6 monthly Survivor Benefits.

Maximum Benefit Period

Age When Disability Begins	Maximum Benefit Period
Age 59 or under	The Employee's 65th Birthday
Age 60 or older	The date the 60th Monthly Benefit is payable.

Initial Premium Rates

$.59 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $6,000.

Effective January 1, 2001

$.48 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $6,000.

Effective January 1, 2003

$.48 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings for the insurance month prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $41,667.

TY-005159

ELIGIBILITY FOR INSURANCE

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if any, if later.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period, if any, must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period, if any, if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer and within one year becomes a member of an eligible class.

TY-005154 (2279)

EFFECTIVE DATE OF INSURANCE

An Employee will be insured on the date he or she becomes eligible, if the Employee is not required to contribute to the cost of this insurance.

An Employee who is required to contribute to the cost of this insurance may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date coverage is elected.

Insurance for an Employee who applies for coverage within 31 days after he or she becomes eligible or during an Annual Enrollment Period is effective on the latest of the following dates.

1. The Policy Effective Date.
2. The date the Employer or Insurance Company receives the election.
3. The effective date determined by the Employer's benefit plan.

If an Employee's election is received more than 31 days after he or she is eligible for insurance, this insurance will be effective on the date of the election.

If an Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer.

TY-005155-1 (2279)

TERMINATION OF INSURANCE

The insurance on an Employee will end on the earliest date below.

1. The date the Employee is eligible for coverage under a plan intended to replace this coverage.
2. The date the Policy is terminated.
3. The date the Employee is no longer in an eligible class.
4. The day after the period for which premiums are paid.
5. The date the Employee is no longer in Active Service.

TY-005156

CONTINUATION OF INSURANCE

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. Premiums for the Employee will be waived while Disability Benefits are payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever occurs first.

TY-005157

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of Insureds.

Disability Benefits
The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. The Employee must satisfy the Benefit Waiting Period and be under the care of a Physician. He or she must provide to the Insurance Company, at his or her own expense, satisfactory proof of Disability before benefits will be paid.

The Insurance Company will require continued proof of the Employee's Disability, provided at the Employee's expense, for benefits to continue.

Benefit Waiting Period
The Benefit Waiting Period is the period of time an Employee must be continuously Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits.

The Insurance Company will waive the Benefit Waiting Period for an Employee if benefits under a Prior Plan were payable on the Policy Effective Date and the Employee returns to Active Service within 6 months after this Effective Date and is Disabled again within 14 days.

The later Disability must be caused by the same or related causes for the Benefit Waiting Period to be waived.

Termination of Disability Benefits
Disability Benefits will end on the earliest of the following dates.

1. The date an Employee earns more than 80% of his or her Covered Earnings.
2. The date an Employee returns to Active Service.
3. The date the Insurance Company determines an Employee is not Disabled.
4. The end of the Maximum Benefit Period.
5. The date an Employee dies.

Successive Periods of Disability
Once an Employee is eligible to receive Disability Benefits under the Policy, separate periods of Disability resulting from the same or related causes are a continuous period of Disability unless the Employee returns to Active Service for 6 or more consecutive months.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes or the later Disability occurs after coverage under the Policy ends.

The Successive Periods of Disability provision will not apply if an Employee is eligible for coverage under a plan that replaces this Policy.

Pre-Existing Condition Limitation
The Insurance Company will not pay benefits for any period of Disability which is caused by, contributed from, or results from a Pre-Existing Condition. A "Pre-Existing Condition" means any Injury or Sickness for which the Employee incurred expenses, received medical treatment, care or services, including diagnostic measures, took prescribed drugs or medicines, or for which a reasonable person would have consulted a Physician within 3 months before his or her most recent effective date of insurance.

The Pre-Existing Condition Limitation will apply to any added benefits or increases in benefits.

The Pre-Existing Condition Limitation will not apply to any Employee of Legacy Warner-Lambert who enrolls for Disability coverage on either January 1, 2002, July 1, 2002 or August 1, 2003 provided he or she did not waive coverage under the prior Disability plan or elect the Plan 1, 70% coverage option offered under this Policy.

The Pre-Existing Condition Limitation will not apply to any Employee of Legacy Warner-Lambert Puerto Rico who enrolls for Disability coverage on January 1, 2003 provided he or she did not waive coverage under the prior Disability plan.

The Pre-Existing Condition Limitation will not apply to any Employee of Legacy Pharmacia who enrolls for Disability coverage on January 1, 2004 provided he or she did not waive coverage under the prior Disability plan or elect to increase his or her coverage from the prior coverage option to the benefit amount offered under this Policy.

This limitation will not apply to a period of Disability that begins more than 12 months after the most recent effective date of the Employee's insurance or the effective date of any added or increased benefits. Time will not be credited for any day an Employee is not actually at work due to his or her Injury or Sickness. The Pre-Existing Condition Limitation will be extended by the number of days the Employee is not actively at work due to his or her Injury or Sickness.

Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-Existing Condition Limitation will not apply to an Employee covered under a Prior Plan who satisfied the Pre-Existing Condition Limitation, if any, under that plan. If an Employee, covered under a Prior Plan, did not fully satisfy the Pre-Existing Condition Limitation of that plan, credit will be given for any time that was satisfied.

Disability Benefit Calculation
The Disability Benefit for any month Disability Benefits are payable is shown in the Schedule of Benefits. Disability Benefits are based on a 30 day period. They will be prorated if payable for any period less than a month.

Work Incentive Benefit
If an Employee is covered for Work Incentive Benefits, he or she may return to work while Disabled and Disability Benefits will continue. The conditions under which an Employee may return to work and the amount of this benefit are shown in the Schedule of Benefits.

The Insurance Company will review the Employee's status and will require satisfactory proof of earnings and continued Disability.

Other Income Benefits
While an Employee is Disabled, he may be eligible for benefits from other income sources. If so, the Insurance Company reduces the Disability Benefits payable by the amount of such Other Income Benefits. The extent to which Other Income Benefits will reduce any Disability Benefits payable under the Policy is shown in the Schedule of Benefits.

Other Income Benefits include:

1. any amounts which the Employee or any dependents, if applicable, receive (or are assumed to receive*) under:
   a. the Canada and Quebec Pension Plans;
   b. the Railroad Retirement Act;
   c. any local, state, provincial or federal government disability or retirement plan or law;
   d. any sick leave or salary continuation plan of the Employer;
   e. any work loss provision "No-Fault" auto insurance;
   f. any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
2. any Social Security disability or retirement benefits the Employee or any third party receives (or is assumed to receive*) on the Employee's behalf or for his or her dependents; or, if applicable, which his or her dependents receive (or are assumed to receive*) because of the Employee's entitlement to such benefits.
3. any retirement plan benefits funded by the Employer. "Retirement plan" means any defined benefit or defined contribution plan sponsored or funded by an employer. It does not include an individual deferred compensation agreement; a profit sharing or any other retirement or savings plan maintained in addition to a defined benefit or other defined contribution pension plan, or any Employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.
4. any proceeds payable under any franchise or group insurance or similar plan. If there is other insurance that applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
5. any wage or salary for work performed. If Work Incentive Benefits apply to an Employee, the Insurance Company will reduce his or her Disability benefits to the extent provided under the Work Incentive Benefit.

Dependents include the Employee's spouse and unmarried dependent children.

* See the Assumed Receipt of Benefits provision.

Increases in Other Income Benefits

After the first deduction for any Other Income Benefits, any cost of living increases for Other Income Benefits, except for wage or salary, will not further reduce Disability Benefits during a period of Disability.

Lump Sum Payments

Other Income Benefits or earnings that are paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated the lump sum will be prorated monthly over a five year period.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

Assumed Receipt of Benefits

The Insurance Company will assume the Employee (or his or her dependents, if applicable) are receiving Other Income Benefits if they are eligible to receive them. These assumed benefits will be the amount the Insurance Company estimates the Employee (or his or her dependents, if applicable) may be eligible to receive.

Except for any wage or salary for work performed while Disability Benefits are payable, this assumption will not be made if the Employee gives the Insurance Company proof of the following events.

1. Application was made for these benefits.
2. A Reimbursement Agreement is signed.
3. Any and all appeals were made for these benefits or the Insurance Company determines further appeals will not be successful.
4. Payments were denied.

The Insurance Company will not assume receipt of, nor reduce benefits by, any elective, actuarially reduced, or early retirement benefits under such laws until the Employee actually receives them.

Social Security Assistance

The Insurance Company will, at its discretion, assist the Employee in applying for Social Security Disability Income (SSDI) benefits. Disability Benefits will not be reduced by the assumed receipt of SSDI benefits while the Employee participates in the Social Security Assistance Program.

The Insurance Company may require the Employee to file an appeal if it believes a reversal of a prior decision is possible. If the Employee refuses to participate in, or cooperate with, the Social Security Assistance Program, the Insurance Company will assume receipt of SSDI benefits until the Employee gives us proof that all administrative remedies are exhausted.

Minimum Benefit
The Insurance Company will pay the Minimum Benefit regardless of any reductions made for Other Income Benefits. However, if there is an overpayment due, this benefit may be reduced to recover the overpayment.

Recovery of Overpayment
If benefits are overpaid, the Insurance Company has the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when an Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

TY-005183 (2279)

ADDITIONAL BENEFITS

Rehabilitation During A Period of Disability
If, while an Employee is Disabled, the Insurance Company determines that he or she is a suitable candidate for rehabilitation he or she may participate in a Rehabilitation Plan. The terms and conditions of the Rehabilitation Plan must be mutually agreed upon by the Employee and the Insurance Company.

The Insurance Company may require a Disabled Employee to participate in a Rehabilitation Plan. If the Employee refuses to participate in a Rehabilitation Plan, the Insurance Company will assume the Employee is receiving a wage or salary. The amount of wage or salary will be the amount the Insurance Company estimates the Employee would be eligible to receive were he or she to participate in the Rehabilitation Plan.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the program.

A "Rehabilitation Plan" is a written agreement between the Employee and the Insurance Company in which the Insurance Company agrees to provide, arrange or authorize vocational or physical rehabilitation services.

TY-005189

Survivor Benefit
The Insurance Company will pay a Survivor Benefit if an Employee dies while Monthly Benefits are payable. The Employee must have been continuously Disabled for the Survivor Benefit Waiting Period before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid according to the *To Whom Payable* section of the *Claim Provisions*.

TY-005191

EXCLUSIONS

The Insurance Company will not pay Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury.
2. war or any act of war, whether or not declared.
3. serving on full-time active duty in any armed forces. If the Employee sends proof of military service, the Insurance Company will refund the portion of the premium paid to cover the Employee during a period of such service.
4. terrorism or active participation in a riot.
5. participation in a felony.
6. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

Disability Benefits are not payable while an Employee is incarcerated for any reason in a penal or corrections institution.

TY-005177

CLAIM PROVISIONS

Notice of Claim
Written notice must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible. Written notice can be given at our home office in New York, New York, or to our agent. Written notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Claim Forms
When the Insurance Company receives written notice of claim, it will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof of the nature and extent of the loss.

Claimant Cooperation Provision
Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss

Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Within 30 days of a request, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of continued Disability and of regular attendance of a Physician must be given to the Insurance Company.

Time of Payment

Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

To Whom Payable

Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

For plans subject to the Employee Retirement Income Security Act (ERISA), the Plan Administrator of the Employer's employee welfare benefit plan (the Plan) has appointed the Insurance Company as the Plan Fiduciary under federal law for the review of claims for benefits provided by this Policy and for deciding appeals of denied claims. In this role the Insurance Company shall have the authority, in its discretion, to interpret the terms of the Plan documents, to decide questions of eligibility for coverage or benefits under the Plan, and to make any related findings of fact. All decisions made by the Insurance Company in this capacity shall be final and binding on participants and beneficiaries of the Plan to the full extent permitted by law.

The Insurance Company has no fiduciary responsibility with respect to the administration of the Plan except as described above. It is understood that the Insurance Company's sole liability to the Plan and to participants and beneficiaries under the Plan shall be for the payment of benefits provided under this Policy.

Physical Examination and Autopsy

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TY-005178

ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

Changes in Premium Rates
The premium rates may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No change in rates will be made until 24 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period. However, the Insurance Company reserves the right to change the rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Reporting Requirements
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium
The first premium is due on the Policy Effective Date. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 31 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

The Insurance Company may cancel the Policy as of any Premium Due Date if the Participation Requirements are not met.

Policy Grace Period
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date. The Policyholder is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

Grace Period for the Employee
If the required premium is not paid on the Premium Due Date there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

Reinstatement of Insurance
An Employee's insurance may be reinstated if it ends because the Employee is on an unpaid leave of absence.

An Employee's insurance may be reinstated only if reinstatement occurs within 6 months from the date insurance ends due to an Employer approved unpaid leave of absence. For insurance to be reinstated the following conditions must be met.

1. An Employee must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. A written request for reinstatement must be received by the Insurance Company within 31 days from the date an Employee returns to Active Service.

Reinstated insurance will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation before insurance ended due to an unpaid leave of absence, credit will be given for any time that was satisfied.

TY-005179

GENERAL PROVISIONS

Entire Contract
The Policy, the application of the Employer, a copy of which is attached to the Policy, the Employer endorsements, riders and attached papers constitute the entire contract. If an application of any Employee is required, it may also be made a part of this contract at the Insurance Company's option.

Incontestability

All statements made by the Employer or by an Insured are deemed representations and not warranties. No statement will cause the Insurance Company to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for non-payment of premium.

Misstatement of Age

If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy and signed by the Employer. No agent may change the Policy or waive any of its provisions.

Workers' Compensation Insurance

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance.

Certificates

A certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits

The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force. This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Conformity with State Statutes

Any provision of the Policy in conflict on the Policy Effective Date with the laws of the state where the Policy is delivered is amended to conform to the minimum requirements of such laws.

Clerical Error

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

TY-005181

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits.

Active Service
An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time or Part-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Annual Enrollment Period
The period in each calendar year agreed upon by the Employer and the Insurance Company when an eligible Employee may enroll for or change benefit elections under the Policy.

Consumer Price Index (CPI-W)
The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the index is discontinued or changed, another nationally published index that is comparable to the CPI-W will be used.

Employee
For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy. For any and all purposes under this Plan, the term "employee" shall not include a person hired as an independent contractor, leased employee, consultant or a person otherwise designated by the Employer at the time of hire as not on the Pfizer Payroll or not eligible to participate in or receive benefits under the Plan, even if such ineligible person is subsequently determined to be an employee by any governmental or judicial authority.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Flexible Benefits Plan
The Flexible Benefits Plan, also known as "Pfizer Pflex", is the employee benefits plan arrangement sponsored by the Employer for eligible employees.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Indexed Covered Earnings
For the first year Monthly Benefits are payable Indexed Covered Earnings will be equal to his Covered Earnings. After 12 Monthly Benefits are payable, Indexed Covered Earnings will be an Employee's Covered Earnings plus an increase applied on each annual anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

1. 10% of the Employee's Indexed Covered Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

Injury
Any loss or bodily harm that results directly or indirectly from all other causes from an Accident, including all related conditions and recurring symptoms of the injuries.

Insurance Company
The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Part-time
Part-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class which must be 40% or more of a standard work week.

Physician
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Employee that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family, or a person living in an Employee's household.

Prior Plan
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

Sickness
The term Sickness means a physical or mental illness. It also includes pregnancy.

TY-005153-1 (2279)

CIGNA LIFE INSURANCE COMPANY OF NEW YORK
NEW YORK, NEW YORK

We, Pfizer Inc, whose main office address is NEW YORK, NY, hereby apply to the CIGNA Life Insurance Company of New York for Policy Number NYK-002279. We approve and accept the terms of this Policy.

This application is to be signed in duplicate. One part is to be attached to the Policy; the other part is to be returned to the CIGNA Life Insurance Company of New York.

Caution: Any person who knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any fact material thereto; commits a fraudulent insurance act. With respect to accident and sickness insurance, this is a crime subject to a civil penalty not to exceed $5,000 and the stated value of the claim for each such violation.

This application supersedes any previous application for this Policy.

Pfizer Inc
(Full or Corporate Name of Applicant)

Signed at____________________ By____________________
(Signature and Title)

On____________________ Witness____________________
(To be signed by Licensed Resident Agent where required by law)

TY-005195 (This Copy Is To Remain Attached To The Policy)

CIGNA LIFE INSURANCE COMPANY OF NEW YORK
NEW YORK, NEW YORK

We, Pfizer Inc, whose main office address is NEW YORK, NY, hereby apply to the CIGNA Life Insurance Company of New York for Policy Number NYK-002279. We approve and accept the terms of this Policy.

This application is to be signed in duplicate. One part is to be attached to the Policy; the other part is to be returned to the CIGNA Life Insurance Company of New York.

Caution: Any person who knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any fact material thereto; commits a fraudulent insurance act. With respect to accident and sickness insurance, this is a crime subject to a civil penalty not to exceed $5,000 and the stated value of the claim for each such violation.

This application supersedes any previous application for this Policy.

Pfizer Inc
(Full or Corporate Name of Applicant)

Signed at____________________ By____________________
(Signature and Title)

On____________________ Witness____________________
(To be signed by Licensed Resident Agent where required by law)

TY-005195 (This Copy Is To Be Returned To Us)

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California, by WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP and am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2900, Los Angeles, California 90071.

On August 12, 2008, I served the foregoing document described as **DEFENDANTS' JOINT NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. § 1441(b) and 29 U.S.C. § 1332(e)(1) (FEDERAL QUESTION–ERISA)** on all interested parties, through their respective attorneys of record in this action, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Courtney Halbrooks
3315 Cheyenne
San Diego, CA 92117

__ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

X **(BY OVERNIGHT-FEDERAL EXPRESS)** I caused said document(s) to be picked up by U.S. Federal Express Services for overnight delivery to the offices of the addressees listed on the Service List.

_ **(BY HAND DELIVERY/PERSONAL SERVICE)** I caused said document(s) to be personally delivered by a courier/attorney service to each addressee on the Service list.

_ **(BY FACSIMILE)** I caused said document(s) to be telephonically transmitted to each addressee's telecopier (Fax) number as noted.

JURISDICTION

XX (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

__(State) I declare under penalty of perjury that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

Colleen Uno

COLLEEN UNO

JS 44 (Rev. 12/07)

BY FAX

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

FILED 2008 AUG 12 PM 2:44 CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA BY ___ DEPUTY

I. (a) PLAINTIFFS

COURTNEY HALBROOKS

(b) County of Residence of First Listed Plaintiff: San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

'08 CV 1466 LAB NLS

(c) Attorney's (Firm Name, Address, and Telephone Number)
3315 Cheyenne, San Diego, CA 92117

DEFENDANTS

LIFE INSURANCE COMPANY OF NORTH AMERICA and PFIZER, INC.

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)
Adrienne Publicover, Russell Birner; Wilson Elser et al., 555 S. Flower Street, Ste 2900, L.A., CA 90071; (213)443-5100

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☒ 791 Empl. Ret. Inc. Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 463 Habeas Corpus - Alien Detainee
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 29 USC 1313(e)(1)

Brief description of cause: Removal of action for recovery of long-term disability benefits

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $ 7,500.00

CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ___ DOCKET NUMBER ___

DATE: 08/12/2008

SIGNATURE OF ATTORNEY OF RECORD: Russell H. Birner

FOR OFFICE USE ONLY

RECEIPT # 153441 AMOUNT $350 APPLYING IFP ___ JUDGE ___ MAG. JUDGE ___

TAC 8/12/08

ORIGINAL

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California, by WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP and am over the age of 18 and not a party to the within action. My business address is 555 South Flower Street, Suite 2900, Los Angeles, California 90071.

On August 12, 2008, I served the foregoing document described as **CIVIL COVER SHEET** on all interested parties, through their respective attorneys of record in this action, by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Courtney Halbrooks
3315 Cheyenne
San Diego, CA 92117

__ **(BY MAIL)** I caused such envelope(s) fully prepaid to be placed in the United States Mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collection and processing correspondence or mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

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XX (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

__(State) I declare under penalty of perjury that the above is true and correct.

Executed on August 12, 2008, at Los Angeles, California.

Colleen Uno

COLLEEN UNO

UNITED STATES
DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

153941 - TC

August 12, 2008
14:44:58

Civ Fil Non-Pris
USAO #.: 08CV1466
Judge..: LARRY A BURNS
Amount.: $350.00 CK
Check#.: BC218343

Total-> $350.00

FROM: COURTNEY HALBROOKS
VS LIFE INSURANCE COMPANY
OF N. AMERICA AND PFIZER